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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JAMES PACKES, in a Representative capacity
only, and on behalf of other members of the
public similarly situated,

Plaintiff,

vs.

SCHOOL OF ROCK, LLC., a Delaware
Corporation and DOES 1-10, inclusive,

Defendants.

Case No. 30-2021-01217507-CU-OE-CXC

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

[Assigned for all purposes to
The Honorable Randall J. Sherman,
Dept. CX-105]

Action Filed: April 18, 2021
Trial Date: None

1 This matter came on for hearing on August 26, 2022, upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation re:
3 Class Action Settlement (the “Settlement” or “Stipulation”), attached to the declaration of Eric K.
4 Yaeckel as **Exhibit 1**. Having considered the Settlement, all papers and proceedings held herein,
5 and having reviewed the entire record in this action, Case No. 30-2021-01217507-CU-OE-CXC,
6 entitled *James Packes v. School of Rock, LLC*. (the “Action”), and good cause appearing, the Court
7 finds that:

8 WHEREAS, plaintiff James Packes (“Plaintiff”) has alleged claims against defendant School
9 of Rock, LLC. (“Defendant”) on behalf of himself and on behalf of others similarly situated,
10 comprising: “All current and former hourly non-exempt persons employed by Defendant School of
11 Rock, LLC and SOR Schools VI, LLC, in the State of California between April 1, 2018, though the
12 date of preliminary approval of the settlement”; and

13 WHEREAS, Plaintiff asserts claims against Defendant for (1) Failure to Pay Minimum
14 Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide
15 Rest Breaks; (5) Failure to Provide Compliant Wage Statements; (6) Failure to Pay All Wages Upon
16 Separation; (7) Failure to Reimburse Business Expenses; (8) civil penalties under the Labor Code
17 Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (9) Unfair
18 Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law
20 alleged in this Action, and further denies any liability whatsoever to Plaintiff or to the Class
21 Members; and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
26 about March 3, 2022, which provides for a complete dismissal, with prejudice, of the claims asserted
27 in the Action against Defendant on the terms and conditions set forth in the Stipulation, subject to
28 the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Joint Stipulation re: Class Action Settlement, attached to
4 the declaration of Eric K. Yaeckel in support of the Motion as **Exhibit 1** and incorporated herein by
5 reference, the terms in this Order shall have the meanings set forth therein.

6 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
7 Class.

8 3. The Class is defined as follows: "All current and former hourly non-exempt persons
9 employed by Defendant School of Rock, LLC and SOR Schools VI, LLC, in the State of California
10 between April 1, 2018, though the date of preliminary approval of the settlement."

11 4. The Class Period is defined as April 1, 2018, through the date of entry of this Order.

12 5. The Court has determined that the intended notice to be given to the Class fully and
13 accurately informs all persons in the Class of all material elements of the proposed Settlement,
14 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
15 sufficient notice to all Class Members.

16 6. The Court hereby grants preliminary approval of the Settlement and Stipulation as
17 fair, reasonable, and adequate in all respects to the Class Members and Orders the parties to
18 consummate the Settlement in accordance with the terms of the Stipulation.

19 7. The plan of distribution as set forth in the Stipulation providing for the distribution of
20 the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
21 reasonable, and adequate.

22 8. The Court preliminarily appoints as Class Counsel the following attorneys Eric K.
23 Yaeckel and Ryan T. Kuhn of Sullivan Law Group, APC, 2330 Third Avenue, San Diego, California
24 92101.

25 9. The Court preliminarily approves the payment of attorneys' fees in the amount of \$
26 _____ [not to exceed \$80,000.00] to Class Counsel, which shall be paid from, and not in
27 addition to, the Total Class Action Settlement Amount.

28 10. The Court preliminarily approves the payment of attorneys' costs in the amount of

1 \$ _____ [not to exceed \$10,000.00] to Class Counsel, which shall be paid from, and not
2 in addition to, the Total Class Action Settlement Amount.

3 11. The Court preliminarily approves a payment in the amount of \$18,000.00 to the
4 California Labor & Workforce Development Agency, representing the State of California's portion
5 of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class
6 Action Settlement Amount.

7 12. The Court preliminarily approves the payment of reasonable claims administration
8 costs to the Claims Administrator, CAC Services, LLC, in the amount of \$ _____ [not to
9 exceed \$5,000.00], which shall be paid from, and not in addition to, the Total Class Action Settlement
10 Amount.

11 13. The Court preliminarily approves an enhancement award to Plaintiff and class
12 representative James Packes the amount of \$ _____ [not to exceed \$5,000.00], which
13 amount shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

14 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
15 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
16 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
17 wrongdoing in this Action or in any other proceeding.

18 15. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the
20 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
21 all orders entered and releases delivered in connection herewith shall be null and void to the extent
22 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
23 proceed with litigation of the Action.

24
25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26
27 DATED: _____

28 _____
Hon. Randall J. Sherman
Orange County Superior Court Judge